

Westinghouse Proprietary Class 2

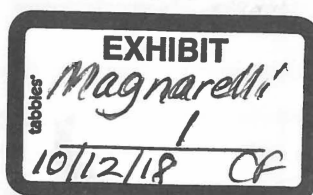
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Bluefin
16.0 Construction & Site Mgmt. Work Stream
30 December 2015



HIGHLY CONFIDENTIAL

SCANA_RP0274251



16.0 Construction/Site Management

Deliverables:

Construction and Site Management Organization

Craft/FNM Resource Plan

Integrated Construction Planning/Work Package Optimization

Subcontracting Plan

Achieve 3% Complete/Month Plan

Short Term Improvements

Construction facilities/infrastructure plan

Welding Program Improvements

Rigging and handling process review

IMS Construction Tools Leveraging Fluor practices



SUMMARY LEVEL SCHEDULE – WORKSTREAM 16.0 CONSTRUCTION & SITE MANAGEMENT

SITE ORGANIZATION

ID	Task Name	Start	Finish	Duration	Jan 2016							Feb 2016							Mar 2016							Apr 2016							May 2016						
					1/5	1/19	2/2	2/16	2/28	3/12	3/26	3/10	3/24	4/7	4/21	5/5	5/19	6/2	6/16	6/30	7/14	7/28	8/11	8/25	9/8	9/22	10/6	10/20	11/3	11/17	11/30	12/14	12/28						
1	Review of Craft-Direct/Indirect	1/4/2016	2/2/2016	4w 2d																																			
2	Review of Field Non-Manual	1/11/2016	2/10/2016	4w 3d																																			

WORK PACKAGE/PLANNING PROCESS

ID	Task Name	Start	Finish	Duration	Jan 2016				Feb 2016				Mar 2016				Apr 2016				May 2016							
					1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22			
1	Phase 1: WP Procedure/Planning Team	1/4/2016	1/18/2016	2w 1d																								
2	Phase 2: Refined WP Procedure	1/4/2016	3/31/2016	12w 4d																								
3	Phase 3: Maximo Software/Implementation	1/4/2016	3/31/2016	21w 2d																								

3/31/2016

SUBCONTRACTING PLAN

ID	Task Name	Start	Finish	Duration	Jan 2016							Feb 2016							Mar 2016							Apr 2016							May 2016						
					1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31				
1	Review Large T&M, H&P, & LS Contracts	1/4/2016	3/4/2016	8w 9d																																			
2	Develop S/C-Self Perform Strategy	2/7/2016	4/4/2016	8w 2d																																			

3% IMPROVEMENT PLAN

					Detailed Gantt Chart Overview																											
ID	Task Name	Start	Finish	Duration	Jan 2016				Feb 2016				Mar 2016				Apr 2016				May 2016											
					1/4	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22							
1	Planning Improvements	1/4/2016	1/10/2016	7d																												
2	Execution (Fin Req's)	1/4/2016	2/2/2016	30d																												
3	Execution (Work Fronts/2nd Shift)	1/4/2016	4/4/2016	92d																												

SHORT TERM IMPROVEMENTS

ID	Task Name	Start	Finish	Duration	2016																											
					Jan 2016				Feb 2016				Mar 2016				Apr 2016				May 2016											
					1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26		
1	Facilities/Infrastructure Plan	1/4/2016	4/4/2016	66d																												
2	Welding Program Improvements	1/4/2016	2/2/2016	22d																												
3	Rigging Program	1/4/2016	2/2/2016	22d																												

IMS TOOLS

ID	Task Name	Start	Finish	Duration	Jan 2016				Feb 2016				Mar 2016				Apr 2016				May 2016							
					1/2	1/9	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22			
1	Evaluation/Recommendation of MATMAN, MCPUS, CMSI	1/4/2016	4/4/2016	92d																								

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16.0 Construction/Site Management

Organization Plan

First 30 days with Fluor input:

Define direct versus indirect craft

Assess direct/indirect craft staffing

Assess Field Non-Manual staffing

Compare ratios to historical norms

At 60 days:

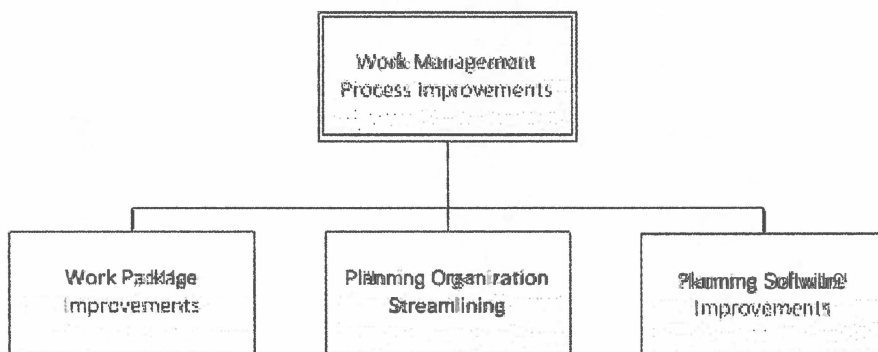
Plan developed to align staffing levels with

historical data

Right size construction organization

16.0 Construction/Site Management

Integrated Construction Planning/Work Package Optimization



- Implement in 3 phases
- Phase 1 – January 18, 2016
- Phase 2 – March 31, 2016
- Phase 3 – May 31, 2016
-



16.0 Construction/Site Management

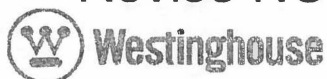
- Phase 1 (January 18, 2016)
- Work Package Improvements
- One group will issue Work Packages with emphasis on APP work packages
- Standardize and Streamline Work Packages/process improvements
- Clean Engineering Drawings
- Phase 1 (January 18, 2016)
- Planning Group
- Integrate all current planning teams into one Integrated Construction Planning Team
- SPT, CPG, CRT (VCS) / CRG & CSG (Vogtle) and ACP will now be one team



One team for all domestic project planning and issuance of standardized and streamlined Work Packages to support construction

16.0 Construction/Site Management

- Phase 2 (March 31, 2016)
- Work Packages
- Develop Domestic Commodity Installation Procedures
- Simplify VIDS to one-page datasheets
- Finalize common domestic Inspection Plans approved by Engineering
- Remove Weld Datasheets from the Work Package and control separately
- Institute more rigorous closure process
- Revise NCSP 02-19 to reflect these changes



16.0 Construction/Site Management

- Phase 3 (May 31, 2016)
- Pursuing IBM Maximo Program as the new work management software
- Place PO to IBM Maximo by January 18, 2016
- Standup and implement planning software to streamline and automate WP Planning
- Electronic Approvals
- Electronic Forms
- Real Time Statusing of Construction Activities and Sign-offs
- Mobile Applications
- Barcoding activities

Implementing new software to improve work management and commissioning



16.0 Construction/Site Management

Subcontracting Plan

Develop construction subcontract strategy (subcontract versus self perform)

Review of Existing Large Value T&M Contracts (60 Days)

Review of Existing Large Value FFP & LS Contracts (60 Days)

Review of Existing Lower Value T&M Contracts (90 Days)

Review of Existing Lower Value FFP & LS Contracts (90 Days)

Third party Subcontract professional to provide training for WEC personnel

Oversight of Fluor with weekly meetings



16.0 Construction/Site Management

Achieve 3rd Complete/Month Plan

Phase 1: Planning Improvements (1x4 Planning)

Implement forward looking planning initiatives to benefit construction execution (SPT, ACP, CRT, CPG)

Work Package Optimization/Clean drawings

Engineering design support of early changes

Planning Team Re-organization (one team/process)

Phase 1: Culture change Day 1 and beyond

One team approach for project success

Recognize positive performance/Provide positive feedback

Visuals/Communication

Ongoing progress metrics for site population

16.0 Construction/Site Management

Achieve 3% Complete/Month Plan

Phase 2: Execution – Day 30

Fill open personnel requisitions to support construction
(increase in direct craft staffing)

Maximize additional work fronts

Implement fully staffed second shift supported by all
functional groups

Area construction teams restructured as necessary

Implement plan to meet craft staffing needs IAW with project
schedule

WEC oversight of Fluor: daily, weekly, monthly reviews



16.0 Construction/Site Management

Short Term Improvements -

Construction facilities/infrastructure plan

Office space/location evaluation

Craft facility improvements

Work space near work front

Craft amenities

Tool room locations/quantities

On-site fabrication areas

Scaffold type/quantity evaluation

Non-functional temporary structures

Equipment evaluations

Crane plan

Vehicle allocations

Construction equipment

CV Cover Procurement



16.0 Construction/Site Management

Short Term Improvements (continued):

Improvements to welding program

On-site assessment of welding program/process

Single code for welder qualification

Improvements to welding processes

Rigging and lifting plan oversight

Rigging plan review and Fluor concurrence with program

Rigging independent review designated by project letter



16.0 Construction/Site Management

IMS Construction Tools:

Part of overall IMS plan

Three Areas for construction - Leveraging Fluor practices

Material Management (MatMan)

Turnover (MCPlus)

Contract Management (CMSi)

Work Management – purchase of Maximo ongoing



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*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

=====K
In re :

: Chapter 11

**WESTINGHOUSE ELECTRIC
COMPANY LLC, et al.,** :

: Case No. 17-____ ()

Debtors.¹ :

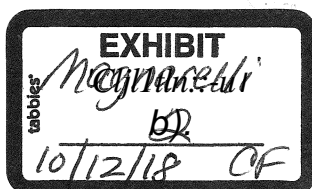
: (Joint Administration Pending)
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**MOTION OF DEBTORS PURSUANT TO
11 U.S.C. § 105(a) FOR ENTRY OF AN ORDER
APPROVING INTERIM ASSESSMENT AGREEMENTS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Westinghouse Electric Company LLC and its debtor affiliates, as debtors and
debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”)
respectfully represent as follows in support of this motion (the “Motion”):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.



Background

1. On the date hereof (the "**Petition Date**"), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

3. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to on the date hereof (the "**Donahue Declaration**"), which has been filed with the Court contemporaneously herewith and is incorporated herein by reference.

Jurisdiction

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. By this Motion, pursuant to section 105(a) of the Bankruptcy Code, the Debtors seek approval of their entry into (i) that certain Interim Assessment Agreement, dated March 28, 2017 (the "**Summer Agreement**"), between South Carolina Electric & Gas Company

and South Carolina Public Service Authority (collectively, the “VC Summer Owners”) and Westinghouse Electric Company LLC (“WEC LLC”) and WECTEC Global Project Services, Inc. f/k/a Stone and Webster (collectively, “Westinghouse”), attached as Exhibit 1 to the Proposed Order (as defined herein); and (ii) that certain Interim Assessment Agreement, dated March 29, 2017 (the “GPC Agreement” and, together with the Summer Agreement, the “Agreements”), between Georgia Power Company for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and The City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively, “GPC” and, together with the VC Summer Owners, the “Owners”) and Westinghouse, attached as Exhibit 2 to the Proposed Order.

6. A proposed form of order granting the relief requested herein on a final basis is annexed hereto as Exhibit A (the “Proposed Order”).

Basis for Relief Requested

7. In 2008, Westinghouse entered into (i) that certain *Engineering, Procurement, and Construction Agreement* dated April 8, 2008 between GPC and a consortium of WEC LLC and Stone and Webster, Inc.; and (ii) that certain *Engineering, Procurement, and Construction Agreement* dated May 23, 2008 between the VC Summer Owners and a consortium of WEC LLC and Stone and Webster, Inc. (collectively, as amended from time to time, the “EPC Agreements”). Additional details regarding the EPC Agreements and costs associated with the EPC Agreements are set forth in the Donahue Declaration.

8. Pursuant to the Agreements reached with the VC Summer Owners and GPC (collectively, the “Owners”), the Owners have agreed to pay the costs of continuing construction at their respective projects during an “Interim Assessment Period.” Accordingly,

this continuing construction work during the Interim Assessment Period will not expose the Debtors to administrative claims that they would not have incurred had the Debtors rejected the EPC Agreements and numerous related executory contracts and leases.

9. Pursuant the Agreements, the Owners have agreed to the following key terms during the Interim Assessment Periods:²

- a. the Owners shall be obligated to pay all amounts incurred by the Debtors for work performed by subcontractors and vendors on a go-forward basis in connection with the Owners' respective projects;
- b. the Owners will each have the right, but not the obligation, to pay subcontractors and vendors with prepetition amounts owed by the Debtors in respect of their projects; and
- c. the Owners will pay the Debtors amounts calculated by the Debtors to cover their costs for scope of services, including design engineering, field engineering, equipment and commodities procurement, construction management, commissioning, project management, project controls, project site services, licensing, quality assurance, environment safety and health, information technology, and records management, provided by the Debtors.

10. The Agreements are in the best interests of the Debtors' estates as well as all creditors and should be approved. The Court's immediate approval of the Agreements will provide comfort and certainty as to the continuation of the Owners' projects through the Interim Assessment Periods. It will reduce costly disruptions for contract counterparties without burdening the Debtors' estates. It will also facilitate a smooth transition into chapter 11 with the support of the Owners and the Debtors' lenders under the DIP Facility (as defined in the Donahue Declaration).

11. While the Debtors are continuing to perform construction for the Owners' projects under the EPC Agreements during the Interim Assessment Period in an effort to mitigate

² This summary is qualified in its entirety by the provisions of the Agreements. In the event that there is any inconsistency between the description provided in this Motion and the actual terms of the Agreements, the Agreements shall control.

claims generally, each of the Owners' rights to damage claims are preserved. The Debtors have further reserved their rights under section 365 of the Bankruptcy Code and with respect to any potential claims which may be asserted.

12. Each EPC Agreement contains damage provisions which parties may allege may be implicated by the Agreements; all parties' rights are reserved with respect to the ultimate priority and/or allowable amount of any claim related to the EPC Agreement. The Debtors believe that administrative costs will be deferred and could be reduced as a result of the Agreements.

13. The Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession" to act as a fiduciary to "protect and preserve the estate, including an operating business' going-concern value," on behalf of the debtor's creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); see also *Unaffiliated Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."). Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code. 11 U.S.C. § 105(a); see *Ionosphere Clubs*, 98 B.R. at 175 (applying section 105(a) to justify an order authorizing the payment of certain pre-petition wages, salaries, medical benefits, and

business expense claims to debtor's employees); *In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for the payment of prepetition claims).

14. Nothing contained herein, in the Agreements, or in the Proposed Order is intended or shall be construed as an admission as to the validity of any claim against the Debtors or an assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

Notice

15. Notice of this Motion will be provided to (i) the Office of the U.S. Trustee for Region 2; (ii) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney's Office for the Southern District of New York; (vi) proposed counsel to Debtor Toshiba Nuclear Energy Holdings (UK) Limited, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Albert Togut, Esq.); (vii) counsel to Toshiba Corporation, Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, CA 90071 (Attn: Van C. Durrer II, Esq. and Annie Z. Li, Esq.); (viii) counsel to the Debtors' prepetition agent under that certain Second Amended and Restated Credit Agreement, dated as of October 7, 2009 (as amended), Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611 (Attn: Zulfiqar Bokhari, Esq.); (ix) counsel to the lenders under the Debtors' proposed DIP Facility, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064 (Attn: Jeffrey D. Saferstein, Esq.) and (b) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K Street, NW, Washington, DC 20006-1047 (Attn: Claudia R. Tobler, Esq.); (x) counsel to the agents and letter of credit issuer under the Debtors' proposed DIP Facility, Shearman & Sterling

LLP, 599 Lexington Avenue, New York, NY 10022 (Attn: Fredric Sosnick, Esq. and Ned S. Schodek, Esq.); (xi) the VC Summer Owners; and (xii) GPC (the "Notice Parties"). The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

16. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 29, 2017
New York, New York

/s/ Garrett A. Fail

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Exhibit A

Proposed Order

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and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
	: Chapter 11
WESTINGHOUSE ELECTRIC	:
COMPANY LLC, <i>et al.</i> ,	:
	: Case No. 17-____ ()
	:
Debtors. ¹	: (Joint Administration Pending)
-----X	

**ORDER PURSUANT TO 11 U.S.C. § 105(a)
APPROVING INTERIM ASSESSMENT AGREEMENTS**

Upon the motion (the "**Motion**")² dated March 29, 2017, of Westinghouse Electric Company LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), section 105(a) of the Bankruptcy

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors' principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Code, the Debtors seek approval of the terms of the Agreements, attached as Exhibit 1 and Exhibit 2 hereto, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the "**Hearing**"); and upon the Donahue Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted; and it is further

ORDERED that pursuant to section 105(a) of the Bankruptcy Code, Debtors' entry into the Agreements are approved; and it is further

ORDERED that the Debtors are authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers and to take any and all actions reasonably necessary or appropriate to consummate the Agreements and perform any and all obligations contemplated therein; and it is further

ORDERED that all payment mechanics contained in the Agreements are hereby approved; and it is further

ORDERED that nothing contained in the Motion, the Agreements, or this Order, nor any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as an admission as to the validity of any claim against the Debtors or an assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code; and it is further

ORDERED that any payments of prepetition claims against the Debtors by either of the Owners shall deem such claims reduced or satisfied to the extent of such payment and permit the Owner to assert the amount of such payments as an unsecured claim against the Debtors; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2017
New York, NY

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Summer Agreement

EXECUTION COPY

INTERIM ASSESSMENT AGREEMENT

This Interim Assessment Agreement (this "Agreement"), dated as of March 28, 2017 (the "Effective Date"), is entered into by and among South Carolina Electric & Gas Company ("SCE&G"), and South Carolina Public Service Authority ("Authority" and together with SCE&G, "V.C. Summer Owners") and Westinghouse Electric Company LLC ("WEC") and Wectec Global Project Services, Inc. f/k/a Stone and Webster ("Wectec" together with WEC, the "Debtors") and collectively with the VC Summer Owners, the "Parties").

BACKGROUND

WHEREAS the V.C. Summer Owners and the Debtors are parties to that certain Engineering, Procurement and Construction Agreement dated May 23, 2008, as amended (as amended from time to time through the date hereof, the "EPC") to, among other things, design, procure, construct and test an ~~AP1000~~ nuclear plant (the "V.C. Summer Project");

WHEREAS in order to perform its obligations under the EPC, the Debtors have entered into various agreements with subcontractors (collectively, the "Subcontractors") and material and equipment suppliers and other counterparties (collectively, the "Vendors")¹;

WHEREAS WEC and Fluor Corporation ("Fluor") entered into that certain Amended and Restated Subcontract Agreement and the Staff Augmentation Agreement each dated as of February 24, 2017 (together the "Fluor Agreements");

WHEREAS the VC Summer Owners have determined to make certain advances of funds during the Interim Assessment Period (as defined herein) under the EPC against the Milestone

¹ Vendors may include the Debtors' affiliates providing equipment and construction services (i.e. welding), including Shoreview, Newington, CES, and PCI Energy Services LLC.

Payments (as defined in the EPC) in order to continue the construction and design of the V.C. Summer Project;

WHEREAS the V.C. Summer Owners believe they own all assets located at the V.C. Summer Project site and the off-site storage facilities located at Two Blythewood and 375 Metropolitan Drive, West Columbia, S.C. (the "Project Assets"); notwithstanding the V.C. Summer Owners' position, the Debtors reserve the right to assert a claim of ownership against Project Assets;

WHEREAS the V.C. Summer Owners' entry into this agreement was conditioned upon Georgia Power Company, for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and The City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively, "Vogtle Owners") entry into an agreement with the Debtors related to Vogtle Owners' engineering and construction contract and related expenses associated with the Vogtle Project (the "Vogtle Agreement");

WHEREAS the Debtors would enter into this Agreement only if they would incur no more administrative expense claims than they would if they had rejected the EPC and related contracts as of the Petition Date (defined below); and

WHEREAS the Parties enter into this Agreement to set forth the relative rights and obligations of the Parties regarding the performance under the EPC and related agreements for the V.C. Summer Project during the Interim Assessment Period.

Accordingly, the Parties, each intending to be legally bound hereby, agree as follows:

1. This Agreement shall be effective as of March 29, 2017 (the "Petition Date") upon approval of the Debtors' entry of this Agreement by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and shall have no force and effect prior to such approval (the "Effective Date").

2. The Parties shall continue to perform under the EPC, except as modified herein, from the Petition Date to and through the earlier of (a) April 28, 2017, or (b) termination of the Vogtle Agreement (the "Interim Assessment Period"). Further, upon five (5) business days' notice, either SCE&G or the Authority shall have the right to elect to terminate the Interim Assessment Period. Upon such notice, the Debtors shall be relieved from its obligations under ¶ 18 hereof.

3. During the Interim Assessment Period, any press release by either Party regarding the V.C. Summer Project will indicate that the Parties have decided to continue the V.C. Summer Project during the Interim Assessment Period. Nothing herein shall restrict the Debtors from making any other statements not inconsistent with the foregoing.

4. During the Interim Assessment Period, the V.C. Summer Owners have the right to consult with Fluor to determine which Subcontractors and/or Vendors are necessary to perform work on the V.C. Summer Project during the Interim Assessment Period.

5. During the Interim Assessment Period, the V.C. Summer Owners shall have the right to discuss the project status, contractual and commercial issues with Fluor, all Subcontractors and Vendors for the V.C. Summer Project and Toshiba and to obtain information and documents from Fluor, all Subcontractors and Vendors for the V.C. Summer Project.

6. The V.C. Summer Owners shall be obligated to pay all costs accrued by the Debtors for Fluor, Subcontractors and/or Vendors for work performed or services rendered during the Interim Assessment Period. The V.C. Summer Owners shall pay weekly in advance an amount equal to the Debtors' estimate of such costs to be incurred for such week for all Subcontractors and/or Vendors other than Fluor. The first payment due on the Effective Date. On each Monday, the Debtors shall provide the V.C. Summer Owners a rolling weekly report on each disbursements made during the prior week(s) to Subcontractors and Vendors, together with the invoice number, the amount and payment date for such disbursements. All amounts paid by V.C. Summer Owners to the Debtors for Subcontractors and/or Vendors shall be used only to pay obligations incurred to Subcontractors and/or Vendors during the Interim Assessment Period. The V.C. Summer Owners shall pay directly all costs accrued by the Debtors for Fluor to Fluor and provide the Debtors with evidence of each such payment within 5 business days of such payment.² Following the Interim Assessment Period, there shall be a reconciliation of the payments made by the V.C. Summer Owners to the Debtors and by the Debtors to the Subcontractors and Vendors. If the actual costs incurred by the Debtors exceed the estimated amounts paid by the V.C. Summer Owners to the Debtors, the V.C. Summer Owners shall pay to the Debtors any such additional amount necessary to eliminate the difference. If the amounts paid by the V.C. Summer Owners to the Debtors exceed the actual cost incurred by the Debtors or the Debtors fail to remit a payment to the Subcontractor or Vendor (as the case may be) from amounts paid by the V.C. Summer Owner, the Debtors shall pay such amounts to the V.C. Summer Owners. To the extent such amounts are not paid by the Debtors, the V.C. Summer Owners shall have an administrative claim for such amounts.

² Together with any documentation or information necessary to enable the Debtors to reconcile payments with invoices.

7. The V.C. Summer Owners shall pay directly to the Debtors weekly in advance an amount per week for WEC, WECTEC Global Services and WECTEC Staffing Services scope of services, including design engineering, field engineering, equipment and commodities procurement, construction management, commissioning, project management, project controls, project site services, licensing, quality assurance, environment safety and health, information technology, and records management. Each week, the Debtors shall provide the V.C. Summer Owners the Debtors' estimate of costs to be incurred for the following week for WEC, WECTEC Global Services and WECTEC Staffing Services. The first payment shall be due on the Effective Date.

8. During the Interim Assessment Period, the V.C. Summer Owners have the right, but not the obligation to, make payments to Fluor, Subcontractors and/or Vendors who have accounts past due on the V.C. Summer Project and/or who may have filed liens against the V.C. Summer Project. The V.C. Summer Owners shall provide the Debtors with evidence of each such payment within 5 business days of such payment.

9. The V.C. Summer Owners' determination of whether to make a payment to a particular party for amounts incurred prior to the Petition Date and (based on the V.C. Summer Owners' determination of whether Subcontractors and/or Vendors are necessary to perform work on the V.C. Summer Project during the Interim Assessment Period or otherwise) shall not expose the V.C. Summer Owners to any liability to any party.

10. The V.C. Summer Owners are not a "successor" to the Debtors or their estates by reason of any theory of law or equity as a result of their performance hereunder during the Interim Assessment Period, and the V.C. Summer Owners shall not assume, or be deemed to

assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than as expressly stated herein, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of liability including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine.

11. Except to the extent the V.C. Summer Owners otherwise specifically agree in this Agreement, the V.C. Summer Owners shall not have any liability, responsibility, or obligation for any claims, liabilities, or other obligations of the Debtors or their estates, including without limitation, any claims, liabilities, or other obligations related to the V.C. Summer Project. Under no circumstances shall the V.C. Summer Owners be deemed successors of or to the Debtors for any claims (as defined in § 101 of the Bankruptcy Code) or against, in, or to the Debtors or the V.C. Summer Project. For the purposes of paragraphs 11 and 12 of this Agreement, all references to the V.C. Summer Owners shall include their affiliates, subsidiaries, and shareholders.

12. Any payments made by the V.C. Summer Owners during the Interim Assessment Period shall be deemed an advance against any unpaid Milestone Payment due or any other payment obligations due the Debtors under the EPC and shall be deemed a payment made under the EPC; provided, however, that all Parties' rights with respect to whether or not, under the circumstances, the Debtors' entry into this Agreement impacts the amount of the V.C. Summer Owners' claim against the Debtors are preserved. During the Interim Assessment Period any obligation to pay a Milestone Payment or any other payment obligations to the Debtor under the

EPC shall be suspended. Notwithstanding anything to the contrary, the V.C. Summer Owners shall not be entitled to withhold, setoff or net any obligation to the Debtors under this Agreement against any prepetition claim it may have against the Debtors (whether as a result of rejection of the EPC or otherwise).

13. During the Interim Assessment Period, the Debtors shall not sell and shall not grant a lien on the Project Assets.

14. During the Interim Assessment Period, the Debtors will use commercially reasonable efforts to fully resource and verify the Intellectual Property Escrow (including all intellectual property project, software, drawings, etc. licensed) in accordance with Change Order 33. To the extent that compliance with this paragraph will require the Debtors to incur additional direct costs for services beyond the scope of those contemplated in ¶ 7 hereof, the Debtors will notify the V.C. Summer Owners of such costs and proceed if V.C. Summer Owners agrees to pay for such costs in accordance with paragraph 6 or 7 above, as applicable.

15. During the Interim Assessment Period, the Debtors shall use commercially reasonable efforts to provide information as reasonably requested by the V.C. Summer Owners as is necessary to perform the EPC, investigate the completion status of the V.C. Summer Project, and the financing and/or funding of the V.C. Summer Project, including but not limited to the following:

- The Debtors shall permit V.C. Summer Owners and their advisors (Ducera Partners, and Reed Smith) access to Alix Partners and PJT Partners.

- The Debtors' management team shall instruct its on-site personnel at the V.C. Summer Project to cooperate with the V.C. Summer Owner to obtain all requested information.
- Regular financial and project status reports as to various matters including information regarding actual disbursement of funds and scheduling status of Subcontractors and Vendors.
- Copies of all contracts with Subcontractors and Vendors for the V.C. Summer Project.
- Access to all EPC accounting related to Subcontractors and Vendors, including balances due.
- Copies of EPC schedule updates and access to underlying information regarding such schedule information.
- Copies of EPC cost to complete projections and access to underlying information.
- Information presented by Fluor regarding EPC cost at completion and any project schedule documentation.
- Current inventory of all equipment stored on-site and at the off-site storage facilities located at Two Blythewood and 375 Metropolitan Drive, West Columbia, S.C.

To the extent that compliance with this paragraph will require the Debtors to incur additional direct costs for services beyond the scope of those contemplated in ¶ 7 hereof, the Debtors will notify the V.C. Summer Owners of such costs and proceed if V.C. Summer Owners agrees to pay for such costs in accordance with paragraph 6 or 7 above, as applicable.

16. Any actions taken by the V.C. Summer Owners during the Interim Assessment Period shall be without prejudice to the respective rights/obligations of the Parties under the Guaranty issued by Toshiba under § 8.6 of the EPC. The V.C. Summer Owners agree, that during the Interim Assessment Period, they shall not (a) commence an action against Toshiba under the Guaranty issued under § 8.6 of the EPC or (b) otherwise seek to draw against letters of credit posted by Mizuho Bank, Ltd. or Sumitomo Mistui Banking Corporation.

17. Any actions taken by the Parties pursuant hereto shall not constitute or be deemed an assumption or rejection of the EPC, the Fluor Agreements or any contracts or subcontracts with Subcontractors or Vendors and shall not constitute an assumption of any obligations by the V.C. Summer Owner under the EPC, the Fluor Agreements or any contracts or subcontracts with Subcontractors or Vendors absent further order of the Court entered after notice and opportunity for hearing

18. Provided the V.C. Summer Owners perform their obligations under this Agreement, the Debtors agree not to file a motion to assume or reject the EPC, the Fluor Agreements or any contracts or subcontracts of Subcontractors or Vendors for the V.C. Summer Project prior to 5 business days prior to the end of the Interim Assessment Period (it being understood that any such rejection would not be effective prior to the end of the Interim Assessment Period).

19. In the event and to the extent of any conflict between the terms of this Agreement and the terms of the EPC, the terms of this Agreement with respect thereto will govern;

20. There are no implied representations or warranties created or arise as a result of this Agreement.

21. This Agreement is specifically limited to the matters expressly set forth herein.

This Agreement constitutes the sole, final, and entire agreement of the parties with respect to the subject matter hereof, supersedes any and all prior oral and written communications with respect to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to any EPC. Capitalized terms not expressly defined herein shall have the meanings given them in the EPC.

22. No amendment of this Agreement and no waiver, discharge, or termination of any one or more of the terms or conditions hereof, will be effective unless set forth in writing and signed by all of the parties hereto.

23. This Agreement (a) is binding on the Parties and their respective nominees, successors, and assigns, and (b) inures to the benefit of the Parties and their respective nominees, successors, and assigns. Notwithstanding the foregoing, the Parties shall not assign their rights hereunder or any interest herein without obtaining the prior written consent of the other Parties, and any assignment or attempted assignment by the one Party without the other Parties' prior written consent will be void and of no effect with respect.

24. Any provision of this Agreement that is held to be illegal, inoperative, unenforceable, void, or invalid in any jurisdiction will, as to that jurisdiction, be ineffective to the extent illegal, inoperative, unenforceable, void, or invalid without affecting the remaining provisions in that jurisdiction or the legality, operation, enforceability, or validity of that

provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

25. No term of this Agreement is intended to benefit any person other than the signatories hereto nor will any term be enforceable by any other person.

26. The validity, construction, and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws except Section 5-1401 of the New York General Obligations Law; provided, however, that nothing in this Agreement shall seek to alter the rights, responsibilities and limitations applicable to Santee Cooper under the laws of the State of South Carolina. Each Party consents to the exclusive jurisdiction of the Bankruptcy Court to resolve any dispute arising out of or relating to this Agreement.

27. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. This Agreement may be executed in one or more counterparts and by different parties hereto on separate counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement, and this Agreement will be binding on all of the parties hereto, even though such parties do not sign the same signature page. Signatures transmitted electronically or by telecopy will be deemed original signatures.

29. The Parties **acknowledge**, agree and understand that nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or affect a novation, accord, or satisfaction of, or an agreement to **extinguish**, the indebtedness and obligations of the Parties originally described in the EPC. In the event and to the extent of any conflict between the terms of this Agreement and the terms of the EPC, the terms of this Agreement with respect thereto will govern.

30. During the Interim Assessment Period, the V.C. Summer Owners have the right to consult with Toshiba and Vogtle Owners about project status, contractual and commercial issues of the ~~AP1000~~ projects, and the Debtors' bankruptcy case generally.

SOUTH CAROLINA ELECTRIC & GAS
COMPANY

By: _____

Date: _____

SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY

By: _____

Date: _____

WESTINGHOUSE ELECTRIC COMPANY,
LLC

By: Is/ Jose Emeterio Gutierrez

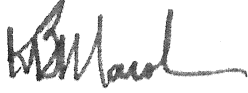
Date: 3/28/17

WECTEC GLOBAL PROJECT SERVICES,
INC.

By: Is/ Jose Emeterio Gutierrez

Date: 3/28/17

SOUTH CAROLINA ELECTRIC & GAS
COMPANY

By: 

Date: MARCH 28, 2017

SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY

By: _____

Date: _____

WESTINGHOUSE ELECTRIC COMPANY,
LLC

By: _____

Date: _____

WECTEC GLOBAL, PROJECT SERVICES,
INC.

By: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS
COMPANY

By: _____

Date: _____

SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY

By: Annie A. Carter

Date: 3/28/17

WESTINGHOUSE ELECTRIC COMPANY,
LLC

By: _____

Date: _____

WECTEC GLOBAL PROJECT SERVICES,
INC.

By: _____

Date: _____

Exhibit 2

GPC Agreement

INTERIM ASSESSMENT AGREEMENT

This Interim Assessment Agreement (this “Agreement”), dated as of March 29, 2017 (the “Effective Date”), is entered into by and among Georgia Power Company, for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and The City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively, “GPC”) and Westinghouse Electric Company LLC (“WEC”), WECTEC Staffing Services LLC (“WECTEC Staffing”), and WECTEC Global Project Services, Inc. f/k/a Stone and Webster (“WECTEC” together with WEC and WECTEC Staffing, the “Debtors”) and collectively with GPC, the “Parties”).

BACKGROUND

WHEREAS GPC and the Debtors are parties to that certain Engineering, Procurement and Construction Agreement dated April 8, 2008, as amended (as amended from time to time through the date hereof, the “EPC”) to, among other things, design, procure, construct and test an AP1000 nuclear plant (the “Vogtle Project”);

WHEREAS to perform its obligations under the EPC, the Debtors have entered into various agreements with subcontractors (collectively, the “Subcontractors”) and material and equipment suppliers and other counterparties (collectively, the “Vendors”)¹;

WHEREAS WEC and Fluor Corporation (“Fluor”) entered into that certain Amended and Restated Subcontract Agreement and the Staff Augmentation Agreement each dated as of February 24, 2017 (together the “Fluor Agreements”);

¹ Vendors may include the Debtors’ affiliates providing equipment and construction services (i.e. welding), including Shoreview, Newington, CES, and PCI Energy Services LLC.

WHEREAS absent funding by GPC under this Agreement or by another party, the Debtors will be unable to continue to fund the Vogtle Project, including paying Debtors' employees assigned to the Vogtle Project, Subcontractors and Vendors that have performed and are continuing to perform services and provide supplies for the Vogtle Project;

WHEREAS as a result of the Debtors' failure to pay Subcontractors and Vendors providing services and supplies for the Vogtle Project, past due accounts payable with respect to the Vogtle Project are increasing and mechanics' liens and/or ~~materialman~~'s liens have been filed against the Vogtle Project;

WHEREAS on March 24, 2017, GPC sent a notice of abandonment of the EPC to the Debtors;

WHEREAS on March 29, 2017, the Debtors sent GPC a letter disputing its notice of abandonment;

WHEREAS GPC's entry into this agreement is conditioned upon South Carolina Electric & Gas Company, for itself and as agent for the South Carolina Public Service Authority (collectively, the "VC Summer Owners") entering into a similar agreement with the Debtors related to the VC Summer Owners' engineering and construction contract and related expenses (the "VC Summer Agreement");

WHEREAS the Debtors would move to reject the EPC effective as of the Petition Date absent this Agreement or funding by another party and would enter into this Agreement only if they would incur no more administrative expense claims than they would if they had rejected the EPC and related contracts as of the Petition Date (defined below); and

WHEREAS the Parties enter into this Agreement to set forth the relative rights and obligations of the Parties with respect to the Vogtle Project during the Interim Assessment Period.

Accordingly, the Parties, each intending to be legally bound hereby, agree as follows:

1. This Agreement shall be effective as of March 29, 2017 (the "Petition Date") upon approval of the Debtors' entry of this Agreement by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and shall have no force and effect prior to such approval (the "Effective Date").
2. This Agreement shall extend from the Effective Date to and through the earlier of (a) April 28, 2017, (b) termination of the VC Summer Agreement, and (c) termination of this Agreement by any Party upon five (5) business days' notice (the "Interim Assessment Period"). The Interim Assessment Period may be extended by agreement of all Parties.
3. During the Interim Assessment Period, GPC has the right to consult with Fluor to determine which Subcontractors and/or Vendors are necessary to perform work on the Vogtle Project during the Interim Assessment Period.
4. During the Interim Assessment Period, GPC shall have the right to discuss the project status, contractual and commercial issues from all Subcontractors and Vendors for the Vogtle Project and Toshiba and to obtain information and documents from all Subcontractors and Vendors for the Vogtle Project.
5. GPC shall be obligated to pay all costs accrued by the Debtors for Fluor, Subcontractors and/or Vendors for services performed and goods provided for the Vogtle Project

during the Interim Assessment Period. GPC shall pay weekly in advance an amount equal to the Debtors' estimate of such costs to be incurred for such week for all Subcontractors and/or Vendors other than Fluor, with the first payment due on the Effective Date.² Such payments by GPC shall only be used to pay Subcontractors and Vendors other than Fluor and the Debtors shall provide GPC with evidence of such payment within 5 business days of such payment. GPC shall pay directly all costs accrued by the Debtors for Fluor to Fluor and provide the Debtors with evidence of each such payment within 5 business days of such payment.³ Following the Interim Assessment Period, there shall be a reconciliation of the payments made by GPC to the Debtors and by the Debtors to the Subcontractors and Vendors. If the actual costs incurred by the Debtors exceed the estimated amounts paid by GPC to the Debtors, GPC shall pay to the Debtors any such additional amount necessary to eliminate the difference. If the amounts paid by GPC to the Debtors exceed the actual cost incurred by the Debtors, the Debtors shall pay such amounts to GPC. To the extent such amounts are not paid by the Debtors, GPC shall have an administrative claim for such amounts.

6. During the Interim Assessment Period, WEC, WECTEC Global Services and WECTEC Staffing Services shall provide services for the Vogtle Project, including design engineering, field engineering, equipment and commodities procurement, construction management, commissioning, project management, project controls, project site services, licensing, quality assurance, environment safety and health, information technology, and records management, to the same extent as contemplated by the EPC, and GPC shall pay directly to the

² The Debtors shall provide GPC a copy of each invoice for services performed or supplies provided during the Interim Assessment Period, along with all supporting documentation actually submitted.

³ Together with any documentation or information necessary to enable the Debtors to reconcile payments with invoices.

Debtors weekly in advance an amount of \$5.4 million per week for such services. The first payment shall be due on the Effective Date.

7. During the Interim Assessment Period, GPC shall have the right, but not the obligation, to make payments to Fluor, Subcontractors and Vendors who have accounts past due on the Vogtle Project or may have liens filed against the Vogtle Project. GPC shall provide the Debtors with evidence of each such payment within 5 business days of such payment.⁴

8. The Debtors shall take no action to impair or impede Vogtle Project owners' access, possession, title or use of property (including granting liens on such property), title to which has passed to the Vogtle Project owners under the terms of the EPC Agreement. During the Initial Assessment Period, the Debtors shall not sell and shall not grant a lien on assets located at the Vogtle Project or such other locations to be agreed by the Parties prior to the Effective Date.

9. GPC's determination of whether to make a payment to a particular party for amounts incurred prior to the Petition Date shall not expose GPC to any liability to any party.

10. GPC is not a "successor" to the Debtors or their estates by reason of any theory of law or equity as a result of its performance hereunder during the Interim Assessment Period, and GPC shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than as expressly stated herein, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of liability including within the meaning of any foreign, federal, state,

⁴ Together with any documentation or information necessary to enable the Debtors to reconcile payments with invoices.

or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine.

11. Except to the extent GPC otherwise specifically agree in this Agreement, GPC shall not have any liability, responsibility, or obligation for any claims, liabilities, or other obligations of the Debtors or their estates, including without limitation, any claims, liabilities, or other obligations related to the Vogtle Project. Under no circumstances shall GPC be deemed a successor of or to the Debtors for any claims (as defined in 101 of the Bankruptcy Code) or against, in, or to the Debtors or the Vogtle Project. For the purposes of paragraphs 9 and 10 of this Agreement, all references to GPC shall include their affiliates, subsidiaries, and shareholders.

12. Any payments made by GPC during the Interim Assessment Period shall, in the sole discretion of GPC, be deemed an advance against any unpaid Milestone Payment due under the EPC and shall in all events be deemed to be properly part of the completion costs that are not obligations of GPC under the EPC. Further, during the Interim Assessment Period any obligation to pay a Milestone Payment to the Debtor under the EPC shall be suspended. Notwithstanding anything to the contrary, GPC shall not be entitled to withhold, setoff or net any payment obligation to the Debtors under paragraphs 5 and 6 of this Agreement against any prepetition claim it may have against the Debtors (whether as a result of rejection of the EPC or otherwise).

13. During the Interim Assessment Period, the Debtors shall use commercially reasonable efforts to provide information as reasonably requested by GPC as is necessary to continue construction of the Vogtle Project, investigate the completion status of the Vogtle Project, and the financing and/or funding of the Vogtle Project, including but not limited to the following:

- The Debtors shall permit GPC and its advisors (Rothschild & Co. and Jones Day) access to Alix Partners and PJT Partners.
- Weekly financial and project status reports as to various matters including information regarding actual disbursement of funds and scheduling status of Subcontractors and Vendors.
- Copies of all contracts with Subcontractors and Vendors for the Vogtle Project within 10 days.
- Access to all EPC accounting related to Subcontractors and Vendors, including balances due.
- Copies of EPC schedule updates and access to underlying information regarding such schedule information within five days.
- Copies of EPC cost to complete projections and access to underlying information within five days.
- Information presented by Fluor regarding EPC cost at completion and any project schedule documentation within three days.

The Debtors will continue to provide GPC with the same access to WEC servers, databases, systems and intellectual property, documents and related information as the Debtors provided to GPC prior to this Agreement. To the extent that compliance with this paragraph will require the

Debtors to incur additional out-of-pocket costs, the Debtors will notify GPC of such costs and proceed if GPC agrees to pay for such costs in accordance with paragraph 5 or 6 above, as applicable.

14. During the Interim Assessment Period, GPC shall forbear from exercising any remedies against Toshiba Corporation under that certain Guaranty Agreement dated April 8, 2008, made and entered into by Toshiba Corporation in favor of GPC.

15. All Parties expressly reserve all of their rights and remedies under the EPC, all related security and collateral, and applicable law.

16. The Debtors shall make a decision regarding disposition of the EPC under section 365 of the Bankruptcy Code and file a motion seeking authorization to effect such disposition no later than the date of termination of this Agreement unless otherwise agreed by the Parties; provided, however, that the Debtors shall not be required to make such a decision or file such a motion prior to April 28, 2017.

17. Any actions taken by the Parties pursuant hereto shall not constitute or be deemed an assumption or rejection of the EPC, the Fluor Agreements or any contracts or subcontracts with Subcontractors or Vendors and shall not constitute an assumption of any obligations by GPC under any the EPC, the Fluor Agreements or any contracts or subcontracts with Subcontractors or Vendors.

18. There are no implied representations or warranties created or arise as a result of this Agreement.

19. This Agreement is specifically limited to the matters expressly set forth herein. This Agreement constitutes the sole, final, and entire agreement of the Parties with respect to the subject matter hereof, supersedes any and all prior oral and written communications with respect to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the Parties hereto relating to the subject matter hereof or any other subject matter relating to any EPC. Capitalized terms not expressly defined herein shall have the meanings given them in the EPC.

20. No amendment of this Agreement and no waiver or discharge of any one or more of the terms or conditions hereof, will be effective unless set forth in writing and signed by all of the parties hereto.

21. This Agreement (a) is binding on the Parties and their respective nominees, successors, and assigns, and (b) inures to the benefit of the Parties and their respective nominees, successors, and assigns. Notwithstanding the foregoing, the Parties shall not assign their rights hereunder or any interest herein without obtaining the prior written consent of the other Parties, and any assignment or attempted assignment by the one Party without the other Parties' prior written consent will be void and of no effect with respect.

22. Any provision of this Agreement that is held to be illegal, inoperative, unenforceable, void, or invalid in any jurisdiction will, as to that jurisdiction, be ineffective to the extent illegal, inoperative, unenforceable, void, or invalid without affecting the remaining provisions in that jurisdiction or the legality, operation, enforceability, or validity of that

provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

23. No term of this Agreement is intended to benefit any person other than the signatories hereto nor will any term be enforceable by any other person.

24. This Agreement shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles. Each Party consents to the exclusive jurisdiction of the Bankruptcy Court to resolve any dispute arising out of or relating to this Agreement.

25. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

26. This Agreement may be executed in one or more counterparts and by different parties hereto on separate counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement, and this Agreement will be binding on all of the Parties hereto, even though such Parties do not sign the same signature page. Signatures transmitted electronically or by telecopy will be deemed original signatures.

27. The Parties acknowledge, agree and understand that nothing herein contained shall be construed to amend, extinguish, release, or discharge, or constitute, create, or affect a novation, accord, or satisfaction of, or an agreement to amend or extinguish, the indebtedness and obligations of the Parties originally described in the EPC. In the event and to the extent of

any conflict between the terms of this Agreement and the terms of the EPC, the terms of this Agreement with respect thereto will govern.

GEORGIA POWER COMPANY, FOR
ITSELF AND AS AGENT FOR
OGLETHORPE POWER CORPORATION,
MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE CITY OF DALTON,
GEORGIA, ACTING BY AND THROUGH
ITS BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS

By: _____

Date: _____

WESTINGHOUSE ELECTRIC COMPANY,
LLC

By: /s/ Jose Emeterio Gutierrez

Date: 3/29/17

WECTEC GLOBAL PROJECT SERVICES,
INC.

By: /s/ Jose Emeterio Gutierrez


Date: 3/29/17

WECTEC STAFFING SERVICES LLC

By: /s/ Jose Emeterio Gutierrez

Date: 3/29/17

GEORGIA POWER COMPANY, FOR
ITSELF AND AS AGENT FOR
OGLETHORPE POWER CORPORATION,
MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE CITY OF DALTON,
GEORGIA, ACTING BY AND THROUGH
ITS BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS

By: 
Date: 3/17/17

WESTINGHOUSE ELECTRIC COMPANY,
LLC

By: _____

Date: _____

WECTEC GLOBAL PROJECT SERVICES,
INC.

By: _____

Date: _____

WECTEC STAFFING SERVICES LLC

By: _____

Date: _____